

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 07-11-61102

HUD# 07-11-0694-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

TOWN SQUARE RESIDENTIAL COOPERATIVE

Town Square Apartments LC

8550 Harbach Blvd.

Clive, Iowa 50325

GLACIER PROPERTIES

1925 NW 86th Street

Clive, Iowa 50325

COMPLAINANT

L.W. LEQUAN EDWARDS

1635 6TH Avenue Apartment 2

Des Moines, Iowa 50314

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant L.W. Lequan Edwards alleged Respondent Neva Herndon discriminated against him by making discriminatory statements and subsequently refusing to rent the subject property to him due to his disability and race (Black and Creole Italian). Respondents deny having discriminated against Complainant, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. Respondents own or manage the subject property located at 1010 School Street, Building 2, Apartment 29, Des Moines, IA 50309.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of

giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondents agree not to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with that dwelling on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.

3. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to discriminate in the sale or rental or otherwise make unavailable or deny a dwelling to a buyer or renter because of a disability or race.

42 U.S.C. 3604(f)(1)(a) and 42 U.S.C. 3604(a); and Iowa Code § 216.8A(3)(a) and Iowa Code § 216.8(1)(a).

4. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to discriminate to directly or indirectly advertise, or in any other manner indicate or publicize that the purchase, rental, lease, assignment, or sublease of any real property or housing accommodation or any part, portion, or interest therein, by persons of any particular race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status is unwelcome, objectionable, not acceptable, or not solicited.

42 U.S.C. 3604(c); Iowa Code § 216.8(1)(c).

Voluntary and Full Settlement

5. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

6. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in his complaint are not fully meritorious.

7. The parties agree the execution of this Predetermination Settlement Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

8. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

9. The parties agree the terms of this agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

Release

10. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Poster

11. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.

Respondents also agree to send documentation to the Commission, verifying the posters have been placed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission.

Relief for Complainant

12. Respondents agree to enter into a lease agreement with Complainant for a 1-bedroom apartment located at 921 Crocker Street, Building 5, Apartment 120 Moines, IA 50309 with the lease effective from August 1, 2011 through July 31, 2012. The parties agree the monthly rent for apartment 120 is \$580 per month. Respondents agree to waive \$285 of the \$580 due for August 2011 rent.

Respondents agree Complainant can move into apartment 120 as early as July 28, 2011 and Respondents will not charge Complainant any rent for July 28, 2011 through July 31, 2011. Complainant can move into apartment 120 as early as July 28, 2011 as long as prior to moving in Complainant has:

- a. Put the utilities for apartment 120 in his name.
- b. Respondents have received a copy of Complainant's signed Predetermination Settlement Agreement.
- c. Respondents have received a copy of Complainant's signed Lease Agreement.
- d. Complainant has paid the \$295 balance due for August 2011 rent.

13. Respondents agree all tenant rules, regulations and lease agreements will be enforced fairly and without harassment, discrimination or retaliation. Complainant agrees he will follow the terms of his lease agreement and all the Respondents' rules and regulations.

Respondents agree during his tenancy, Complainant will not have to deal directly with Respondent Neva Herndon. The parties agree that Complainant will contact Relief Manager, Phil Horn, at 202-8139 with all issues regarding his tenancy. If Complainant cannot reach Mr. Horn, Complainant will contact, Property Manager, Debbie Nickell at 249-5007 with any issues regarding his tenancy. If Complainant cannot reach Mr. Horn or Ms. Nickell, Complainant will contact Scott Cowley at the corporate office at 249-9245 with any issues regarding his tenancy.

Complainant also agrees he will contact Mr. Horn each month and pay his rent in person to Mr. Horn. Immediately upon receiving Complainant's rent check, Mr. Horn will issue Complainant a receipt documenting his rent has been paid.

Signatures on Following Page (Page 5)

Town Square Residential Cooperative, RESPONDENT Date

Glacier Properties, RESPONDENT Date

Neva Herndon, RESPONDENT

Date

L.W. Lequan Edwards, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION

Total Value to the Complainant \$359.84. Respondents gave Complainant 4 days free rent for the period 7/28/11 to 7/31/11 valued at \$18.71 per day X 4 days= \$74.84. Respondents also waived \$285 from August rent. $\$285 + \$74.84 = \$359.84$